

1. On Count I of the Complaint [ECF No. 1] and Count VII of the Counterclaim Complaint [ECF No. 122], both for declaratory judgment, it is hereby DECLARED and ADJUDGED that: (i) Defendant Kodak Alaris, Inc. (“KAI”) did not properly terminate the Master Agreement or the PS Agreements on December 18, 2015; (ii) KAI invoked the Exit Provision contained in Section 3.2(iii) of the Master Agreement on December 18, 2015 but later materially breached the Master Agreement by reentering the IDR business represented by the

Kodak IDR Product within two years of abandoning the business; and (iii) the Master Agreement and PS Agreements are no longer binding on the parties.

2. Count II of the Complaint is dismissed as moot.

3. Judgment is hereby entered in favor of Plaintiff ITyX Solutions AG (“ITyX Solutions”) on Counts III and IV of the Complaint by reason of the jury’s November 26, 2018 verdict, and the Court hereby awards ITyX Solutions damages against KAI in the amount of \$7,466,045.

4. Judgment is hereby entered in favor of ITyX Solutions on Count II of the Counterclaim Complaint, by reason of the jury’s November 26, 2018 verdict.

5. Count III of the Counterclaim Complaint was dismissed voluntarily as stated on the record on November 20, 2018.

6. Count IV of the Counterclaim Complaint was dismissed voluntarily on June 5, 2018.

7. Judgment is hereby entered in favor of ITyX Systemwicklung OHG, ITyX Technology GmbH, Suleyman Arayan, and Heiko Groftschik on Count V of the Counterclaim Complaint, by reason of the jury’s November 26, 2018 verdict.

8. Judgment is hereby entered in favor of ITyX Systemwicklung OHG, ITyX Technology GmbH, Suleyman Arayan, and Heiko Groftschik on Count VI of the Counterclaim Complaint, by reason of the jury’s November 26, 2018 verdict.

9. The Court awards prejudgment interest to ITyX Solutions in the amount of \$1,745,654.20 for a total award of damages plus prejudgment interest in the amount of \$9,211,699.20.

10. The Court awards post-judgment interest on the total award of \$9,211,699.20 at a rate of 2.55%, pursuant to 28 U.S.C. § 1961(a).

11. As the prevailing parties, ITyX Solutions, ITyX Systemwicklung OHG, ITyX Technology GmbH, Suleyman Arayan and Heiko Groftschik are entitled to their costs under Fed. R. Civ. P. 54(d) and 28 U.S.C. § 1920.

SO ORDERED.

March 1, 2019

/s/ Allison D. Burroughs
ALLISON D. BURROUGHS
U.S. DISTRICT JUDGE